

BK0370PG0424

STATE MS.-DE SOTO CO.
FILED

APR 4 2 29 PM '00

BK 370 PG 424
W.E. DAVIS CH. CLK.

WARRANTY DEED

DUNAVANT ENTERPRISES, INC., a
Tennessee corporation, GRANTOR
TO
COLEMAN-HYNEMAN HOMES, LLC, a
Mississippi limited liability company, GRANTEE

THIS INDENTURE, made and entered into as of the 30th day of March, 2000 by and between

DUNAVANT ENTERPRISES, INC., a Tennessee Corporation, whose address is 3797 New
Getwell Road, Memphis, Tennessee 38118 and whose telephone number is (901) 369-1605,

hereinafter referred to as **Grantor**, and

COLEMAN-HYNEMAN HOMES, LLC, a Mississippi Limited Liability Company, whose address
is PO Box 806, Olive Branch, MS 38654 and whose telephone number is (601) 393-9398.

hereinafter referred to as **Grantee**.

WITNESSETH: That for and in consideration of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said Grantor has bargained and sold and does hereby bargain, sell, convey and warrant unto the said Grantee the following described real estate, situated and being in the County of DeSoto, State of Mississippi:

Lot(s) 299, 300, 301, 302, 303 and 304, Stone Creek Subdivision, Phase "C"
Plum Point Villages PUD, in Section 1, Township 2 South, Range 8 West and
Section 6, Township 2 South, Range 7 West, DeSoto County, Mississippi as
per plat thereof recorded in Plat Book 67, Page 34, in the office of the
Chancery Clerk of DeSoto County, Mississippi.

Being part of the same property conveyed to the Grantor herein by Warranty
Deed of record in Book 206, Page 539, in the office of the Chancery Clerk of
DeSoto County, Mississippi.

TO HAVE AND TO HOLD The aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said Grantee, his/her/their/its heirs, successors and assigns in fee simple forever.

The said Grantor does hereby covenant with the Grantee that the Grantor is lawfully seized in fee of the aforescribed real estate; that the Grantor has a good right to sell and convey the same; that the same is unencumbered except,

Zoning ordinances or laws of any governmental authority; and

Right of Ways, Subdivision restrictions, building lines and easements and other matters shown on plat of record in Plat Book 67, Page 34; and Declaration of Covenants, Conditions and Restrictions in Book 357, Page 231, with attached Exhibits consisting of the above referenced plat, and the Article of Incorporation of Stone Creek Section "C" H.O.A., Inc., and the By Laws of Stone Creek Section "C" H.O.A., Inc.; and

Right of Way to Mississippi Power and Light in Book 46, Page 457; Book 295, Page 206 and Book 299, Page 702; and

Easement to Plum Point Water Association, Inc., in Book 80, Page 311; and

Sewer Easement to Horn Lake Creek Basin Interceptor Sewer District in Book 290, Page 274; and

all recorded in the office of the Chancery Clerk of DeSoto County, Mississippi; and

Taxes and special assessments for the year 2000, not yet due and payable; and

Subject lot(s) may be filled land or partially filled land and Grantor makes no representation as to said property being undisturbed land. The Grantor is not to be responsible or liable for any claim of any kind or character because said property is filled or partially filled land,

and that the title and quiet possession thereto Grantor will warrant and forever defend against the lawful claims of all persons.

Grantee, his/her/their/its successors and assigns, by acceptance of the deed of conveyance, accepts membership in the Stone Creek Section "C" H.O.A., Inc., a Mississippi non-profit corporation, and agrees to be subject to and bound by the Declaration of Covenants, Conditions and Restrictions, Articles of Incorporation and By-laws of the Association, all of which are of record in Book 357, Page 231 in the office of the Chancery Clerk of DeSoto County, Mississippi; and such rules and regulations as may be adopted pursuant to the terms thereof.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the signature of the Grantor (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) the day and year first above written.

DUNAVANT ENTERPRISES, INC.,
a Tennessee Corporation

BY: _____

Louis Baloni
Senior Vice President
Real Estate Operations

STATE OF TENNESSEE,)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30 day of March, 2000, within my jurisdiction, the within named **Louis Baloni**, who acknowledged that he Senior Vice President, Real Estate Operations of **DUNAVANT ENTERPRISES, INC.**, a Tennessee Corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Elizabeth Ann Davis
Notary Public

MY COMMISSION EXPIRES AUG. 8, 2000

Commission Expiration: _____

THIS INSTRUMENT PREPARED BY:

THE POE FIRM, P.C.
261 GERMANTOWN BEND COVE
CORDOVA, TN 38018
TELEPHONE: (901) 758-8200

AFTER RECORDING, RETURN TO:

ERIC SAPPENFIELD, ATTORNEY AT LAW
97 STATE LINE ROAD
SOUTHAVEN, MS 38671
TELEPHONE: (601) 342-2170

GRANTOR:

DUNAVANT ENTERPRISES, INC.
3797 NEW GETWELL ROAD
MEMPHIS, TN 38118
BUSINESS TELEPHONE: (901) 369-1605
HOME TELEPHONE: None

GRANTEE:

COLEMAN-HYNEMAN HOMES, LLC
P. O. BOX 806
OLIVE BRANCH, MS 38654
BUSINESS TELEPHONE: (601) 393-9398
HOME TELEPHONE: None

WDLSTN.DOC (Poe-Rev. 12/97)

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